94 (Pages 370 to 373)

1.7				94 (Pages 370 to 373)
777	Page	370		Page 372
			. 1	T
1 2	(whenever possible, I will try to use		1 2	There were direct negotiations
3	(terms that are defined in the Plan for the sake of clarity: And when I use a		3	between sort of principals, if you will, and then there were other
4	term that is defined in the Plan, I am		4	people, like, myself, that were
5	using it with the meaning so defined.		5	(involved in commenting on drafts)
6	A. Okay.		6	of the Term Sheet to other people
7	Q) And may I ask that when you		7	on their side)
8	give answers, that you use terms that are	N .	8	(But taking the term and)
9	defined in the Plan, and that unless you	,	9	meaning of who was face-to-face.
10	otherwise explain it to me, I will assume		10	my recollection is that on behalf
11	that you are using that term with the		11	of the ACC, it was a combination
12	definition defined in the Plan?		12	of what was designated or called a
13	(A.) (If I'use the term in an	ļ	13	negotiating subcommittee of the
14	answer, I will try and make sure that I)		14	ACC, and my partner.
15	am using it as defined in the Plan.		15	Mr. Inselbuch
16	Q. All right. Referring to		16	The people on the
17	Exhibit-3, which is — and I am sorry.	l l	17	negotiating subcommittee, I)
18	Not Plan Exhibit-3.		18	believe, included Joe Rice.
19	A. Okay.	ļ	19	Russell Budd, and I think Perry
20	Q. ACC Exhibit-3.		20	Weitz and John Cooney, but I am
21	MS. HARDING: Can you remind	ı	21	not positive about that. But I
22	me what that is, please?		22	believe it was those four: It
23	MR. DANIEL COHN: That's the		23	could have been three, but I think
24		1	j	
124	Form 8-K with the Term Sheet		24	it was those four.
24			24	it was those four.)
	Page	371		Page 373
1	Page attached.		1	Page 373 BY MR. DANIEL COHEN
1 2	Page attached. THE WITNESS: I have it.		1 2	Page 373 BY MR. DANIEL COHEN; Q And was the Libby claimant
1 2 3	Page attached. THE WITNESS: I have it. BY MR. DANIEL COHN:		1 2 3	Page 373 BY MR. DANIEL COHEN Q. And was the Libby claimant representative on the committee a member.
1 2 3 4	attached. THE WITNESS: I have it. BY MR. DANIEL COHN: Q) Who negotiated the deal		1 2 3 4	Page 373 BY MR. DANIEL COHEN O. And was the Libby claimant representative on the committee a member of the negotiating subcommittee?
1 2 3 4 5	attached. THE WITNESS: I have it. BY MR. DANIEL COHN: Q. Who negotiated the deal (that's embodied in that Term Sheet on)		1 2 3 4 5	Page 373 BY MR. DANIEL COHEN: Q. And was the Libby claimant; representative on the committee a member of the negotiating subcommittee? A. Not to the best of my
1 2 3 4 5 6	attached. THE WITNESS: I have it. BY MR. DANIEL COHN; Q. (Who negotiated the deal) (that's embodied in that Term Sheet on behalf of the Asbestos PI Committee?)		1 2 3 4 5 6	Page 373 BY MR. DANIEL COHEN! (2) (And was the Libby claimant) representative on the committee a member of the negotiating subcommittee?) (A) (Not to the best of my) recollection)
1 2 3 4 5 6 7	attached. THE WITNESS: I have it. BY MR. DANIEL COHN; Q. Who negotiated the deal (that's embodied in that Term Sheet on behalf of the Asbestos PI Committee?) MR. FINCH: Objection.		1 2 3 4 5 6 7	Page 373 BY MR. DANIEL COHEN; Q. And was the Libby claimant; representative on the committee a member; of the negotiating subcommittee? A. Not to the best of my recollection. Q. Was the Term Sheet submitted
1 2 3 4 5 6 7 8	attached. THE WITNESS: I have it. BY MR. DANIEL COHN; Q. Who negotiated the deal (hat's embodied in that Term Sheet on behalf of the Asbestos PI Committee?) MR. FINCH: Objection. MS. HARDING: Objection.		1 2 3 4 5 6 7 8	Page 373 BY MR. DANIEL COHEN (C) And was the Libby claimant representative on the committee a member of the negotiating subcommittee? A) Not to the best of my recollection (Q) (Was the Term Sheet submitted) to a vote by the committee?
1 2 3 4 5 6 7 8 9	attached. THE WITNESS: I have it. BY MR. DANIEL COHN: Q. Who negotiated the deal (that's embodied in that Term Sheet on behalf of the Asbestos PI Committee?) MR. FINCH: Objection. MS. HARDING: Objection. MR. FINCH: To the extent it		1 2 3 4 5 6 7 8 9	Page 373 BY MR. DANIEL COHEN (I) And was the Libby claimant representative on the committee a member of the negotiating subcommittee? (A) Not to the best of my recollection (Q) (Was the Term Sheet submitted) to a vote by the committee? MS. HARDING: Objection.
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1 2 3 4 5 6 7 8 9 0 11 12 13 14 15 16 17 18 19 19 19 19 19 19 19 19 19 19 19 19 19	attached. THE WITNESS: I have it. BY MR. DANIEL COHN: Q) Who negotiated the deal (that's embodied in that Term Sheet on behalf of the Asbestos PI Committee?) MR. FINCH: Objection. MS. HARDING: Objection. MR. FINCH: To the extent it enters into Plan negotiations, I am not sure how it relevant to the confirmation here. MS. HARDING: Same objection. THE WITNESS: Are you instructing me to answer it? MR. FINCH: I will let you answer that question, and we will see how far it goes. THE WITNESS: I am not		1 2 3 4 5 6 7 8 9 0 1 1 2 3 4 1 5 6 7 8 9 1 1 2 3 4 1 5 6 7 8 9 1 1 2 3 4 1 5 6 7 8 9 1 2 0	BY MR. DANIEL COHEN: Q. And was the Libby claimant; representative on the committee a member of the negotiating subcommittee? A. Not to the best of my recollection. Q. Was the Term Sheet submitted to a vote by the committee? MS. HARDING: Objection. THE WITNESS: Well, I don't) know whether the Term Sheet in precisely the form that it exists in Exhibit-3 was submitted for a vote, but certainly a document embodying the terms of the Term Sheet was submitted to a vote of the committee. BY MR. DANIEL COHEN: Q. (And did that vote result in approval of the deal?)
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1 2 3 4 5 6 7 8 9 10 11 2 3 14 15 16 17 18 9 2 1	attached. THE WITNESS: I have it. BY MR. DANIEL COHN: Q) Who negotiated the deal (that's embodied in that Term Sheet on behalf of the Asbestos PI Committee?) MR. FINCH: Objection. MS. HARDING: Objection. MR. FINCH: To the extent it enters into Plan negotiations, I am not sure how it relevant to the confirmation here. MS. HARDING: Same objection. THE WITNESS: Are you instructing me to answer it? MR. FINCH: I will let you answer that question, and we will see how far it goes. THE WITNESS: I am not		1 2 3 4 5 6 7 8 9 0 1 1 2 3 4 1 5 6 7 8 9 0 1 1 2 3 4 1 5 6 1 7 8 9 0 2 1	BY MR. DANIEL COHEN: Q. And was the Libby claimant representative on the committee a member of the negotiating subcommittee? A. Not to the best of my recollection. Q. (Was the Term Sheet submitted to a vote by the committee? MS. HARDING: Objection. (THE WITNESS: Well, I don't know whether the Term Sheet in precisely the form that it exists in Exhibit-3 was submitted for a vote, but certainly a document embodying the terms of the Term Sheet was submitted to a vote of the committee. BY MR. DANIEL COHEN: Q. And did that vote result in approval of the deal? A. Yes. Q. How did the Libby claimants
1 2 3 4 5 6 7 8 9 10 1 12 13 14 15 6 17 18 9 20 21 22	attached. THE WITNESS: I have it. BY MR. DANIEL COHN; Q. Who negotiated the deal (that's embodied in that Term Sheet on behalf of the Asbestos PI Committee?) MR. FINCH: Objection. MS. HARDING: Objection. MR. FINCH: To the extent it enters into Plan negotiations, I am not sure how it relevant to the confirmation here. MS. HARDING: Same objection. THE WITNESS: Are you instructing me to answer it? MR. FINCH: I will let you answer that question, and we will see how far it goes. THE WITNESS: I am not entirely sure I remember, accurately who the parties were.		1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 5 6 7 8 9 0 1 1 2 3 1 4 5 6 7 1 8 9 0 1 2 2 2 2 2 2	BY MR. DANIEL COHEN: Q. And was the Libby claimant representative on the committee a member of the negotiating subcommittee? A. Not to the best of my recollection. Q. Was the Term Sheet submitted to a vote by the committee? MS. HARDING: Objection. THE WITNESS: Well, I don't know whether the Term Sheet in precisely the form that it exists in Exhibit-3 was submitted for a vote, but certainly a document embodying the terms of the Term Sheet was submitted to a vote of the committee. BY MR. DANIEL COHEN: Q. (And did that vote result in approval of the deal?)

95 (Pages 374 to 377)

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		Page 374					_	Page 376
				/AN /AN			7%	_
1	sure you do		1			ie questio		
2	(C) Would it refresh you		2	ordinarily, w	Auten I	s were une	LE IU	
4	if I told you that the Libby cla	imanis	3	addition -		r		
5	voted against the deal? (A) I have a vague recollect		5		The Control of the Co	far as I an		Maria Ma
6			6	there were no drafts of the				
7	that that's what happened, but I visure enough about it to testify un		7			and the second s		emercent.
8	oath	ma),	8	the deal refle		re any ora		
9	Q. In addition to the Ter		9					
10	Sheet that constitutes ACC Ex		10	agreements :		Panying ti ING: Obj		
11	A) Yes, sir)	mmir-2 ⁻² -	11	the state of the s				w
12			12			ks discove		
13	Q - were there any oth		13			iations of	me	
14	documents embodying the dea	ENS STRUCK ME	14	Plan of r BY MR. DA				
15	(A) Not that I recall.		15					
16	Q. Were there any oral.		16			larity, I ai		
17	A) Well, let me actually		17	asking for n				
18	let me I mean, the answer is n		18	whether the				
19	am pretty sure there were not, o		19	in other wor	us, an	y terms n	or emit	oalea in
20	drafts that might have led up to	CONTROL OF THE PROPERTY OF THE	20	this Term S				ro smorts
21	that document was negotiated		21	the parties a		ime or tur	y	
22	read earlier, it refers to "the Ter		22	agreement? A. We			5 J . AL	
23	Sheet will be incorporated in the		23			s why I m		
24	mutually agreeable Plan of reor		24	comment about 1 don't remen				
					3 T S C S C S C S C S C S C S C S C S C S			
24	munarry agreeable Fran Or 1601					7 4411 B VI.	MAY MY	
24	(initially agreeable real of 160)	Page 375				1) MAN 5 YA		Page 377
1		Page 375						Page 377
	to be filed with the bankruptcy soon as possible.	Page 375	;	I am confide	nt that	there was	no side	Page 377
1	to be filed with the bankruptcy	Page 375	1	I am confide	nt that Smater	there was	no side no tern	Page 377
1 2	to be filed with the bankruptcy soon as possible.") My recollection is at the time the Term Sheet was agreed	Page 375 court as e l lo, the	1 2	I am confide agreement of the Plan that	nt that Smater wasn't	there was ial econom put into th	no side no tem ne Tem	Page 377
1 2 3	to be filed with the bankruptcy soon as possible.	Page 375 court as e l lo, the	1 2 3	I am confide agreement of the Plan that Sheet, but th	nt that mater wasn't ere ma	there was ial econom put into th y well hay	no side no tem ne Tem e been	Page 377 ns of some
1 2 3 4	to be filed with the bankruptcy soon as possible.") My recollection is at the time the Term Sheet was agreed	Page 375 court as e) l io, the had never	1 2 3 4	I am confide agreement of the Plan that Sheet, but the mutual under	nt that mater wasn't ere ma rstandi	there was ial econom put into the y well having that ma	no side nic tern ne Tern e been ny of t	Page 377 (a) (b) (c) (c) (d) (d) (e) (d)
1 2 3 4 5	to be filed with the bankruptcy of soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which	Page 375 court as e) I to, the had never the ACC	1 2 3 4 5	I am confide agreement of the Plan that Sheet, but the mutual under terms from the	nt that mater wasn't ere ma rstandi he prio	there was ial econom put into the y well having that ma r plans and	no side no terr ne Terr e been ny of t I our P	Page 377 ns of ns of ns of ns of some lan
1 2 3 4 5 6	to be filed with the bankruptcy soon as possible." My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposity which similarly had never been	Page 375 court as l to, the had never the ACC ed Plan	1 2 3 4 5 6	I am confide agreement of the Plan that Sheet, but the mutual under terms from the had embodie Grace Plant	nt that i mater wasn't ere ma rstandi he prio d term lealing	there was ial econom put into the y well having that may replans and strom the with vario	no side nic terr ne Terr e been ny of t i our P pre-fil us thin	Page 377 ns of ns of nsome he lan ed
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1 2 3 4 5 6 7 8 9	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition similarly had never been or approved. And, therefore, the Termson of some possible similarly had never been or approved.	Page 375 court as e) l to, the, had never the ACC ed Plan; voted on	1 2 3 4 5 6 7 8 9	I am confide agreement of the Plan that Sheet, but th mutual under terms from that had embodie Grace Plan if And some unders	nt that mater wasn't ere ma rstandi he prio d term caling there tanding	there was ial econom put into the y well having that main plans and strom the with various that well have been some well as well a	no side nic terr ne Ferr e been ny of t i our P pre-fil us thin nve be	Page 377 ns of ns of ns of ns of esome he lan ed ed en ise
1 2 3 4 5 6 7 8 9 10	to be filed with the bankruptcy soon as possible." My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all parts.	Page 375 court as l to, the, had never the ACC ed Plan; voted on	1 2 3 4 5 6 7 8 9 10	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan d'And some unders those two pro-	nt that mater wasn't ere ma rstandi he prio d term lealing there tanding	there was ial econom put into the y well having that mare with various that we want of the with various that we want docume	no side nic term ic Term e been ny of t I our P pre-fil us thin ave be vould units as	Page 377 (a) (b) (c) (c) (c) (c) (d) (d) (d) (d
1 2 3 4 5 6 7 8 9 10 11	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposion which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all participations.	Page 375 court as i to, the had never the ACC ed Plan, voted on marties, types of	1 2 3 4 5 6 7 8 9 10 11	I am confide agreement of the Plan that Sheet, but the mutual under terms from it had embodie Grace Plan it And some unders those two pro- starting poin	nt that mater wasn't ere ma rstandi he prio d term lealing there tanding	there was ial economy put into the y well having that may replans and a from the with various from the with various well have y docume drafting of	no side iic terr ic Terr e been ny of t i our P pre-fil us thin ave be yould t ints as	Page 377 ns of ns of ns of some he lan ed use ns ns
1 2 3 4 5 6 7 8 9 10 11 12 13	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all partially some knowledge of the additional terms and conditions	Page 375 court as i io, the had never the ACC ed Plan, voied on artics types of that each	1 2 3 4 5 6 7 8 9 10 11 12 13	I am confide agreement of the Plan that Sheet, but the mutual under terms from thad embodic Grace Plan d'And some unders those two prestarting poin that would e	nt that i mater wasn't ere ma estandi he prio d term ealing there tanding eexisti t to the	there was ial economy put into the y well having that may from the with various from the with various documes drafting of the Term	no side no terr ne Terr e been ny of t i our P pre-fil us thin ave be yould t mts as af a Pla	Page 377 ns of one of
1 2 3 4 5 6 7 8 9 10 11 12 13 14	to be filed with the bankruptcy soon as possible." My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposity which similarly had never been or approved. And, therefore, the Ter Sheet was negotiated with all public having some knowledge of the additional terms and conditions one had proposed in their separ	Page 375 court as l io, the had never the ACC ed Plan, voted on m arties types of that each ate plans	1 2 3 4 5 6 7 8 9 10 11 12 13	I am confide agreement of the Plan that Sheet, but the mutual under terms from thad embodie Grace Plan that would estarting point that would estart that I am that, I am that of the property of the property of the property of the two property of the prope	nt that i mater wasn't ere ma rstandi he prio d term leating there tanding eexista t to the mbody m not	there was ial economy put into the ywell having that may relate with various from the with various was documed that we was documed the Term aware of a	no side no Terr e been ny of t i our P pre-fil us thin sive he vould ints as f a Pla Sheet, nythin	Page 377 ns of ns of ns of some he lan ed use n Other
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	to be filed with the bankruptcy soon as possible." My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all purposed with all purposed in the proposed in their separations one had proposed in their separations.	Page 375 court as e) l to, the had never the ACC ed Plan, voted on m) arties types of that each ate plans onditions,	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan if And some unders those two prostarting poin that would e than that, I a that by could	nt that f mater wasn't ere ma rstandi he prio d term lealing there tanding eexisti I to the mbody m not I anybo	there was ial economy put into the yell having that may replans and a from the with various well had documed the Termaware of a judy's image	no side no Terr e been ny of t i our P pre-fil us thin sive he vould ints as f a Pla Sheet, nythin	Page 377 ns of ns of ns of some he lan ed use n Other
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all public having some knowledge of the additional terms and conditions one had proposed in their separal And some of those terms and calif you actually go back and lool	Page 375 court as e) l to, the had never the ACC ed Plan; voted on m) artics types of; that each ate plans onditions; k at those	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan if And some unders those two prostarting poin that would extend that J'a that by could called a side	nt that mater wasn't ere ma rstandi he prio d term lealing there tanding eexisti i to the mbody m not I anybo agreer	there was ial econome put into the yell having that mains and strom the with various well his that we want docume drafting of the Termaware of an ody's imaginent.	no side nic terr ne been ny of t i our P pre-fil us thir nave be yould t mus as if a Pla Sheet nythin ination	Page 377 ns of ns of ns of some he lan ed use n Other
1 2 3 4 5 6 7 8 9 10 11 2 13 14 15 16 17	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all perhaving some knowledge of the additional terms and conditions one had proposed in their separ And some of those terms and configurations actually go back and look two plans and look at this Plan,	Page 375 court as e) l to, the had never the ACC ed Plan; voted on m) artics types of; that each ate plans onditions; k at those	1 2 3 4 5 6 7 8 9 10 1 1 2 1 3 1 4 1 5 6 1 7	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan dand some unders those two prostarting poin that would esthan that, I at that by could called a side	nt that mater wasn't ere ma rstandi he prio d term lealing there tanding eexisti t to the mbody m not I anybo agreer d there	there was ial econom put into th y well hav ng that ma r plans and s from the with vario may well h y that we wan docume drafting of the Term aware of an ody's imag nent. e any oral	no side no ferre been ny of t l our P pre-fil us thin ave be yould t mits as af a Pla Sheet nything ination	Page 377 (a) (b) (c) (c) (c) (c) (d) (d) (d) (e) (d) (e) (e) (e
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	to be filed with the bankruptcy soon as possible." My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all proposed with all proposed in their separation and some of those terms and confittions one had proposed in their separation and some of those terms and confitting plans and look at this Plan, see they are the same.	Page 375 court as e) l to, the, had never the ACC ed Plan, voted on m) arties types of that each ate plans onditions, k at those you will	1 2 3 4 5 6 7 8 9 10 1 1 2 3 1 4 1 5 1 6 7 1 8	I am confide agreement of the Plan that Sheet, but the mutual under terms from thad embodic Grace Plan d'And some unders those two prestarting point that would exthaut that by could called a side (Q.) An agreements	nt that i mater wasn't ere ma estandi he prio d term ealing there tanding eexisti t fo the mbody m not l anybo agreer d ther that w	there was ial economic put into the years and replans and replans and replans and replans and replans well had that we was documed the Termaware of and replans image of any oral rere made	no side nic terr ne Terr e been ny of t i our P pre-fil us thin ave be yould t mts as a Pla Sheet nythin ination	Page 377 ns of on one of one
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	to be filed with the bankruptcy soon as possible." My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a propose which similarly had never been or approved. And, therefore, the Ter Sheet was negotiated with all partially some knowledge of the additional terms and conditions one had proposed in their separ And some of those terms and configure actually go back and look two plans and look at this Plan, see they are the same. So I guess in that sense	Page 375 court as e) l to, the had never the ACC ed Plan, voted on m) arties types of that each ate plans onditions, c at those you will	1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 1 6 7 8 9 1 1 2 3 1 4 1 5 1 6 7 8 1 9	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan it And some unders those two prestarting point that would e than that, I at that by could called a side Q. An agreements with this Te	nt that i mater wasn't ere ma retanding there tanding eexistit to the mbody m not I anybo agreer that wern Sh	there was ial economic put into the years and into the years and into the years and into the years and into the Term aware of an aware of	no side no terr e been ny of t i our P pre-fil us thin save be yould t ints as f a Pla Sheet ny thin ination In con	Page 377 ns of ns of ns of ns of some he lan ed gs en other g be junction it-3?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a propose which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all pure having some knowledge of the additional terms and conditions one had proposed in their separal And some of those terms and confitting plans and look at this Plansee they are the same. So I guess in that sense there were other documents emitting the same of those terms and continuous plans and look at this Plansee they are the same.	Page 375 court as e) l to, the had never the ACC ed Plan, voted on m) arties types of that each ate plans, onditions, c at those you will bodying	1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 1 6 1 7 1 8 9 0 1 1 2 3 1 4 1 5 1 6 1 7 1 8 9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	I am confide agreement of the Plan that Sheet, but the mutual under terms, from the had embodie Grace Plan if And some unders those two prostarting poin (that would extend that by could called a side Q.) An agreements with this Te A.) No	nt that mater wasn't ere ma rstandi he prio d term lealing there tanding eexisti t to the mbody m not I anybo agreer d ther that w rm Sh ne, oth	there was ial econome put into the yell having that may replans and a from the with various well had do the Term aware of a ody's imaginent. The made eet, ACC er than —	no side no ferre been ny of t l our P pre-fil us thin save be yould i nits as f a Pla Sheet, nythin ination In con Exhib the typ	Page 377 some he lan ed other be junction it-3?
1 2 3 4 5 6 7 8 9 0 11 12 13 14 15 16 17 18 19 20 21	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all publicational terms and conditions one had proposed in their separal And some of those terms and caif you actually go back and look two plans and look at this Plan, see they are the same. So I guess in that sense there were other documents emitterms of the Plan, and those we	Page 375 court as e) l to, the had never the ACC ed Plan; voted on m) artics types of that each ate plans onditions, c at those you will bodying te they;	1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 5 6 1 7 8 9 0 1 1 2 3 1 4 5 1 6 1 7 1 8 9 0 2 1	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan it And some unders those two prostarting point that would exthan that, I at that by could called a side Q. An agreements with this Te A. No of understan	nt that mater wasn't ere ma estandin he prio d term lealing there tandin eexisti t to the mbody m not l anybo agreer d ther that we rm Sh ne, oth ding th	there was ial econom put into the y well have ing that may replans and s from the with various may well have ing docume drafting of the Term aware of an ody's image ment. e any oral vere made eet, ACC er than— eat I just te	no side nic terr ne been ny of t l our P pre-fil us thin nave be yould t nuts as f a Pla Sheet nythin nation lin con Exhib the typ stiffed	Page 377) ns of ns of ns of ns of the lan lan ed lan ed other se a n Other be junction it-37
1 2 3 4 5 6 7 8 9 0 11 12 13 14 15 16 17 18 19 20 21 22 22 22 22 22 22 22 22 22 22 22 22	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all purposed with all purposed with the proposed in their separated with all purposed in their separated with all proposed in their separated with all pr	Page 375 court as e) l to, the had never the ACC ed Plan, voted on m arties types of that each ate plans onditions, c at those you will bodying re they, e bunch of	1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 6 7 1 1 2 1 3 1 4 1 5 1 1 7 1 8 9 0 1 2 2 2 2 2 2 2	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan de And some unders those two prostarting poin that would enthan that, I at that by could called a side (Q). An agreements with this Te (A). No of understan about would	nt that i mater wasn't ere ma rstanding there tanding existing to the mbody m not I anybo agreer that werm Shue, other wash have I have I	there was ial econom put into the yell having that man plans and strom the with various well have was documed drafting of the Term aware of and strom or all put tere made eet, ACC er than — and to have	no side no ferre been ny of t l our P pre-fil us thin ave be vould t ints as fa Pla Sheet nythin ination Exhib the typ stified	Page 377 (a) (b) (c) (c) (c) (c) (c) (c) (c
1 2 3 4 5 6 7 8 9 10 11 12 13 14 14 15 16 17 18 19 20 21 22 22 23	My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a propose which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all perhaving some knowledge of the additional terms and conditions one had proposed in their separal And some of those terms and configuration of the plans and look at this Planse they are the same. So I guess in that sense there were other documents emitterms of the Plan, and those we But they also embodied a whole terms that were different from the contract of the plan, and those we but they also embodied a whole terms that were different from the contract of the plan, and those we but they also embodied a whole terms that were different from the contract of the plan and those we but they also embodied a whole terms that were different from the contract of the plan and those we be the contract of the plan and those we but they also embodied a whole terms that were different from the contract of the plan and those we but they also embodied a whole terms that were different from the contract of the plan and those we but they also embodied a whole terms that were different from the contract of the plan and those we but they also embodied a whole terms that were different from the contract of the plan and the cont	Page 375 court as e) l to, the had never the ACC ed Plan, voted on m arties types of that each ate plans onditions, c at those you will bodying re they, e bunch of	1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 6 1 7 1 8 9 2 1 2 2 3	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan it. And some unders those two prestarting point that would e than that, I at that by could called a side Q. An agreements with this Te A. No of understan about would There was not the Plan that by the called a side Q. An agreements with this Te A. No	nt that i mater wasn't ere ma rstandi he prio d term teating there tanding eexisti t to the mbody m not I anybo agreer d ther that we rm Sh ne, oth ding th have I o writt	there was ial economic put into the yell having that may replace with various from the with various well his that we was documed drafting of the Term aware of an ody's imaginent. The made eet, ACC er than — and I just tend to have en docume	no side no terr e been ny of t i our P pre-fil us thin save be yould u ints as f a Pla Sheet ny thin ination Exhib the typ stified to been out say	Page 377 ns of lan
1 2 3 4 5 6 7 8 9 0 11 12 11 12 11 11 11 11 11 11 11 11 11	to be filed with the bankruptcy soon as possible. My recollection is at the time the Term Sheet was agreed Debtors had filed a Plan, which been voted on or approved, and and the FCR had filed a proposition which similarly had never been or approved. And, therefore, the Term Sheet was negotiated with all purposed with all purposed with the proposed in their separated with all purposed in their separated with all proposed in their separated with all pr	Page 375 court as e) l to, the had never the ACC ed Plan, voted on m arties types of that each ate plans onditions, c at those you will bodying re they, e bunch of	1 2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 6 7 1 1 2 1 3 1 4 1 5 1 1 7 1 8 9 0 1 2 2 2 2 2 2 2	I am confide agreement of the Plan that Sheet, but the mutual under terms from that embodie Grace Plan de And some unders those two prostarting poin that would enthan that, I at that by could called a side (Q). An agreements with this Te (A). No of understan about would	nt that i mater wasn't ere ma rstandi he prio d term teating there tanding eexisti t to the mbody m not I anybo agreer d ther that we rm Sh ne, oth ding th have I o writt	there was ial economic put into the yell having that may replace with various from the with various well his that we was documed drafting of the Term aware of an ody's imaginent. The made eet, ACC er than — and I just tend to have en docume	no side no terr e been ny of t i our P pre-fil us thin save be yould u ints as f a Pla Sheet ny thin ination Exhib the typ stified to been out say	Page 377 ns of lan

		<u>.</u>	96 (Pages 378 to 381)
	Page 378		Page 380
1	(terms from the previous plans that I am)	1	co-proponents of a Plan to enter into a
2	(aware of)	2	co-proponent agreement governing that
3	(Q.) (As the ACC's designee to	3	relationship? Is there any such
4	(take this 30(b)(6) deposition, would you	4	agreement, written or orally?
5	be aware if there were such an agreement?	5	A. No. Well, you say written
6	A. I believe I would be, yeah)	6	or oral. There is certainly no written
7	Q) (What agreements, if any,	7	agreement of that I mean, the Plan
8	were struck at the time of ACE Exhibit-3	8	itself other than the Plan itself.
9	concerning how Libby claimants' claims	9	mean, when you sign on to a Plan, is the
10		10	Plan proponent with somebody else is a
11		11	Plan proponent. That's in a written
12		12	document, and we have sort of agreed.
13		13	(But if you are talking about)
14		14	some oral agreement that says this binds
15		15	us outside the Plan or I am not sure
16 17		16 17	really what kind of agreement you have in
18		18	mind. But, as far as I am aware; there
19		19	reflected in the Plan itself?
20		20	MR. FINCH: The parties to
21		21	the Plan also, to the extent there
22	connection with the criminal trial now	22	are issues in common, there may
23	going on in Montana?	23	well be a common interest
24	8	24	privilege for purposes of
	Page 379	†	Page 381
1	form.	1	discovery and litigation of
2	THE WITNESS: I don't	2	confirmation objections. But
3	believe there were at that time,	3	those are not I would not
4	no.	4	regard those as any types of
5	BY MR. DANIEL COHN:	5	agreements you are questioning
6	Q. Have there been any	6	about.
7	agreement on that subject since then?	7	BYAMR DANIELE COHNA
8	A. Well, there is provisions in	8	Q. Allright. Directing your
9	the Plan that speak to that, so yes.	9	attention now to ACC Exhibit-11, which is
ро	Q. Apart from provisions of the	μo	the TDP
11	Plan, are there any agreements between	11	A. (have it)
12	the Asbestos PI Committee and any of the	12	Q. All right: Who drafted the
13	other Plan proponents on the subject	13	(IDP?)
14	matter of the Plan?	14	MR. FINCH: Objection. This
15	A. The Plan embodies the	15	gets into Plan negotiations and
16 17	agreements. There are no side	16 17	drafting. I will let you answer
1	agreements, oral or written, that vary	18	that question, but we will see how
18 19	from the Plan that I am aware of. And,	19	it goes from there. THE WITNESS: To some
20	indeed, I would be very surprised if I was not aware if there were any that I	20	extent Mr. Inselbuch may know
21	was not aware if there were any that I was not aware of.	21	more about this than I do. But I
22	Q. (All right: And one last)	22	have a pretty good knowledge of
23	question on this subject. It has been	23	it
24	known from time to time for the	24	As I have previously
	RHAMBERVILLIME CO. CHIEC. IOU. INC.	<u> </u>	granuare proribusity

97 (Pages 382 to 385)

			<u>. 65</u> a. 116a	<u> 26 - 1 </u>	97	(Pages	382 to 3	,,,,
		Page 3	382				Page	384
1	mentioned in this depositio	- 04-i3	1	an ar	ave it.)	•		
2	TDP in its inception was a		2			ond senter		
3	mark-up job on one of the		3	there is refe				l
4	TDPs from one of the prev		4	"the inter				1
5	bankruptoles that that had		5	over time a				
6	confirmed. I don't recall, a		6	possible of				
7	sit here today, which one it		7	based on hi				
8	but it would have been one		8	substantial				1.
9	more recent ones)		9	system."				
10	It then, of course, had	0	10	A) (Ye	3)			
11	be modified to reflect the		11	(Q) (N)	ow, is ti	nat, in fact	the	1
12	particularities of Grace and		12	intention of	the As	bestos PI	Committee	in)
13	claims against Grace and v		13	respect to b)
14	you. And you have heard		14			ion of the		ļ
15	(testimony about things like		15	how the TD				1
16	Sections 5.12 and 5.13. T		16	in all of the				1
17	participants that did it were		17	particular as				- 1
18	basically counsel for the A		18	have plucke				1
19	counsel for the FCR, and r		19	TDP is not				
20	of the ACC itself in terms		20 21	super-preen				ľ
21 22	reviewing and commenting things, and the FCR himse		22	all the other that somebo		to be the second of the second		
23	The actual, physical)		23	were not in				
24	drafting as opposed to the		24			hrase that		ľ
					······································			
	More than the second or the constraint of the co	Page	363					≥ 385
1	commenting and what hav		1	read, what		ie term "h	istorical	1
2	I believe, done by Caplin.		2	values" me			**	l
3	(Drysdale)		3			r. Inselbuc		
4	BYMR DANIEL COHN	*11-5	4	probably w				
5	Q) (What input, if any,		5	knowledge				
6	Grace have concerning the T MS. HARDING: Obj	DES	6	is that it ref				- 1
8	respect to negotiations.	ection with	8	claims data case from C				1
9	THE WITNESS: We	l it was a	9	settlements				l
10	general proposition. Grac		10	system as t			HIVAVIL	
11	furnished copies of drafts		11	O) Ti	that's	the startin		
12	afforded the apportunity to		12	point, wha	t else is	meant by	historical	l
13	comment on them.)		þз	value?				
L .			14		elli aga	in, this is b	oiler	
14	BY MR DANIEL COHN							
15	Q) And were any chan		15				some cases	
15 16	(Q) And were any chan what sounds like an ACC F(15 ne 16	plate langu depending	age from	n TDPs. In e facts of th	some cases to case, the	
15 16 17	(Q) And were any chan (what sounds like an ACC FC behest of Grace?	R draft at th	15 16 17	plate langu depending claims histe	ige from upon the ery of c	n TDPs. In e facts of th omparable	some cases to case, the defendants	
15 16 17 18	(Q) (And were any chan (what sounds like an ACC F() behest of Grace?) MS. HARDING: San	R draft at th	15 16 17 18	plate languate depending claims historiant in the tort's	age from upon the ory of constern in	n TDPs. In e facts of the omparable s looked at	some cases to case, the defendants)	
15 16 17 18 19	Q) And were any chan what sounds like an ACC FC behest of Grace? MS. HARDING: San objection.	Rdraftaleth	15 16 17 18 19	plate langua depending claims histo in the tort's Th	age from upon the cry of consteming ysteming e TDPs	n TDPs. In e facts of the omparable s looked at are genera	some cases to case, the defendants ly	•
15 16 17 18 19 20	Q) And were any chan what sounds like an ACC FC behest of Grace? MS. HARDING: San objection. (THE WITNESS: 1 do	Rdraftaleth	15 16 17 18 19 20	plate langual depending claims historis in the tort's The drafted in c	age from upon the cry of constant ystem in a TDPs consulta	n TDPs. In e facts of the emparable s looked at are genera- tion with the	some cases to case, the defendants) lty) e	
15 16 17 18 19 20 21	Q) And were any chan what sounds like an ACC FC behest of Grace? MS. HARDING: San objection. (THE WITNESS: I do recall)	Rdraftaleth	15 16 17 18 19 20 21	plate langua depending to claims histed in the tort's [The drafted in continuous committees	age from upon the pry of constant ystem in a TDPs consultant asbeste	n TDPs. In e facts of the omparable s looked at are genera- tion with the os claims a	Some cases to case, the defendants) lly e fvisor which	
15 16 17 18 19 20 21 22	(Q) (And were any chan what sounds like an ACC FC behest of Grace?) MS. HARDING: San objection. (THE WITNESS: I do recall) (BY MR. DANIEL COHN)	Rdraft at the	15 16 17 18 19 20 21 22	plate languary (depending) (claims historia (in the tort's (The (drafted in committees (is usually))	age from upon the ory of c ystem is e TDPs consultate asbeste if not in	in TDPs. In e facts of the omparable is looked at are genera- tion with the os claims a variably, M	Some cases to case, the defendants ly e fvisor which	
15 16 17 18 19 20 21	Q) And were any chan what sounds like an ACC FC behest of Grace? MS. HARDING: San objection. (THE WITNESS: I do recall)	Rdraft at the	15 16 17 18 19 20 21	plate languary (depending) (claims historia (in the tort's (The (drafted in committees (is usually))	age from the ory of constitution in the original transfer of the original transfer of the original transfer of the original dependent in the origina	in TDPs. In the facts of the comparable is looked at are generation with the claims a variably, Manding on the control of the	some cases te case, the defendants bly e fvisor which lark amount of	

98 (Pages 386 to 389)

					98 (Pages 386 to 389)
		Page	386		Page 388
1	from the Debtor, the length of time th	at		1	different jurisdictions where the
2	the Debtor has been in bankruptcy and			2	history settlement values might be
3	therefore, the possible staleness of the			3	higher or lower, whatever
4	pre-petition data and the judgment of			4	The expedited review, which
5	Mr. Peterson and the members of the			5	is where the numbers are used for
6	committee and the FCR, sometimes c	laims		6	the most part, is a result of an
7	data from other defendants is taken in	ito		7	(averaging process. And, as Usay,
8	account			.8	Mr. Inselbuch and Mark Peterson
9	Q3 And the purpose of that is			9	who are both going to be witnesses
рο	to most accurately discern the amo			10	in this case can tell you a lot
11	that claimants would obtain if they			11	(more about the detail about it
12	permitted to resort to the tort syste	m?)		12	(than I can)
13	MR. FINCH: Object to the			13	BY MR. DANIEL COHN:
14	form.			14	Q. Is it the position of the
15	THE WITNESS: The purpo	se.	•	15	
16	for that is to provide the values			16	
17	that are used in the various)	***		17	The state of the s
18	portions of the TDP where value	S		18.	· · · · · · · · · · · · · · · · · · ·
19	are assigned. They are used in	•		19	
20	determining the expedited review	N)		20	
21	criteria, which is basically an			21	•
22	(average value open settlement)	7		22	
23	offer to claimants that don't wan	y		23	•
24	to get into a whole lot of		_··	24	hypothetical question. I have no
		Page	387		Page 389
1	back-and-forth about their claim	S.		1	idea what the committee's position
2	(It doesn't apply individual)			2	•
3	review as such, although you als	so)		3	I have no idea what kind of a TDP
4	have the so-called average and			4	you are talking about.
5	maximum values, which are also	9		5	It's the committee's
6	(tied to the analysis of the			6	r
7	historical claims values, which			7	(8)
8	are intended to provide sort of			8	
9	targets, if you will, for what, on			9	
μo	average, the individual review)			10	
11	process is supposed to come up			11	
12	(with)			12	1
13	The maximum values are	****		13	
14 15	supposed to provide limits on w			14 15	· · · · · · · · · · · · · · · · · · ·
16	the individual review process is			16	
17	supposed to come up with. And of these are done in the context			17	
18	of a Trust that is attempting to			18	
19				19	
20	pay similar claims in a similar	i		20	
21	value, and they are all averages by definition. They are not	•		21	1 502, what would the standard for doing so
22	balkanized numbers reflecting t	ĥà		22	2 be?
23	results of different — you don't	110		23	
24	have different sets of numbers	or.		24	
	make miterent sets of mittings:	Mil)		<u> </u>	1 Hypothictical, calls for a legal

99 (Pages 390 to 393)

	Page 390		Page 392
1	conclusion, irrelevant to the Plan	1	specific provision of the bankruptcy
2	at issue.	2	code?
3	MS. HARDING: Same	3	MR. FINCH: Object to the
4	objection.	4	form.
5	THE WITNESS Presumably, it	5	MS. HARDING: Objection to
		1 .	
6	would be the result of the	6	the form.
7	bankruptey court's determination	7	THE WITNESS: Lamicertainly
8	on the basis of a full contested	8	getting apportunities to do my
9	matter proceeding as to what the	9	opinions about legal matters here
10	state law validity and appropriate	10	today. This is really refreshing?
L1	amount would be.	11	Generally speaking, I guess
12	I am not exactly sure how	12	the answer to that is yes.
13	the bankruptcy court would	13	BY MR. DANIEL COHN:
14	determine the appropriate amount.	14	Q. May I direct your attention
15	but l'ampretty sure that they	15	to Section 5.3 of the TDP.
16	wouldn't determine it by reference	16	A. I have it.
17	to the historic values of claims	17	Q. And specifically to Section
18	settled by Grace in the tort	18	5.3(a)(3). Can you explain to me how the
19	system or the historic values of	19	schedule values listed there were
20.	Grace vendicts in the fort system.	20	derived?
21	They would determine it like any	21	MR. FINCH: Objection, asked
22	court would determine it.	22	and answered; certainly answered.
23	(Moreover, it wouldn't be)	23	MS. HARDING: And calls for
23 24		24	
Z 4 	done by the bankruptcy court. It	74	negotiations to the extent it
	Page 393	-	Page 393
1	would have to be done by the	1	does, I am objecting.
_		1 +	does, I am objecting.
2	district court, because under the	2	MR. DANIEL COHN: Can we
2 3		1	
	district court, because under the Section 157 of 28 U.S.C., the	2	MR. DANIEL COHN: Can we
3	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have	2 3	MR. DANIEL COHN: Can we stop for a second and go off the record.
3 4 5	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the	2 3 4 5	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held
3 4 5 6	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal	2 3 4 5 6	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.)
3 4 5 6 7	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would	2 3 4 5 6 7	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back
3 4 5 6 7 8	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury	2 3 4 5 6 7 8	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and
3 4 5 6 7 8	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's.	2 3 4 5 6 7 8 9	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped
3 4 5 6 7 8 9	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury (trial under Section, I think it's) [1408]	2 3 4 5 6 7 8 9	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you
3 4 5 6 7 8 9	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's (1408.) (And so you would wind up)	2 3 4 5 6 7 8 9 10	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I
3 4 5 6 7 8 9 10 11	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's (1408.) (And so you would wind up with some jury being empanelled by	2 3 4 5 6 7 8 9 10 11 12	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented
3 4 5 6 7 8 9 10 11 12	district court, because under the Section 157 of 28 U.S.C., the bankrupicy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's (1408) And so you would wind up with some jury being empanelled by the District Court, I guess, of	2 3 4 5 6 7 8 9 10 11 12 13	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar
3 4 5 6 7 8 9 10 11 12 13	district court, because under the Section 157 of 28 U.S.C., the bankrupicy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's (1408) And so you would wind up with some jury being empanelled by the District Court; I guess, of Delaware, and that jury would tell	2 3 4 5 6 7 8 9 10 11 12 13	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et
3 4 5 6 7 8 9 10 11 12 13 14 15	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section. I think it's [7408] (And so you would wind up with some jury being empanelled by the District Court, I guess, of) Delaware, and that jury would tell you whatever that jury thought	2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm
3 4 5 6 7 8 9 0 11 12 13 14 15 16	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section. I think it's [408] (And so you would wind up) with some jury being empanelled by the District Court, I guess, of Delaware, and that jury would tell you whatever that jury thought that claim was worth.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was
3 4 5 6 7 8 9 0 11 12 13 14 15 17	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section. I think it's (1408) And so you would wind up with some jury being empanelled by the District Court, I guess, of Delaware, and that jury would tell you whatever that jury thought that claim was worth. BY MR. DANIEL COHN.	2 3 4 5 6 7 8 9 0 11 12 13 14 15 16 17	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater
3 4 5 6 7 8 9 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	district court, because under the Section 157 of 28 U.S.C., the bankrupicy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's, [408]. And so you would wind up with some jury being empanelled by the District Court; I guess, of) Delaware, and that jury would tell you whatever that jury thought that claim was worth. BY MR. DANIEL COHN.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater role in working with the committee
3 4 5 6 7 8 9 10 1 1 2 3 1 4 1 5 6 7 1 8 9 1 1 2 1 3 1 4 1 5 6 7 1 8 9 1 9	district court, because under the Section 157 of 28 U.S.C., the bankrupicy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's [408] (And so you would wind up) with some jury being empanelled by the District Court, I guess, of Delaware, and that jury would tell you whatever that jury thought that claim was worth. BY MR. DANIEL COHN (Q.) (And the standard under Section 502 — and this is a yes-or-no)	2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 6 7 8 9 1 1 2 3 1 4 1 5 6 7 8 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater role in working with the committee and other lawyers in my firm on
3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 2 3 4 5 7 8 9 1 2 3 4 5 7 8 9 1 2 3 4 5 7 8 9 1 2 3 4 5	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section. I think it's [408] (And so you would wind up) (with some jury being empanelled by the District Court, I guess, of) Delaware, and that jury would tell (you whatever that jury thought) (that claim was worth.) BY MR. DANIEL COHN. (Q.) And the standard under Section 502—and this is a yes-or-no question. The standard under Section 502.	2 3 4 5 6 7 8 9 0 11 2 1 3 4 1 5 6 7 8 9 2 0	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater role in working with the committee and other lawyers in my firm on the nitty-gritty of a lot of these
3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 1 2 3 4 5 6 7 8 9 1 2 3 4 5 7 8 9 1 2 3 4 5 7 8 9 1 2 3 4 5 7 8 9 1 2 3 4 5	district court, because under the Section 157 of 28 U.S.C., the bankrupicy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section, I think it's [408] (And so you would wind up) with some jury being empanelled by the District Court, I guess, of Delaware, and that jury would tell you whatever that jury thought that claim was worth. BY MR. DANIEL COHN (Q.) (And the standard under Section 502 — and this is a yes-or-no)	2 3 4 5 6 7 8 9 0 11 2 1 3 4 1 5 6 7 8 9 2 0	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater role in working with the committee and other lawyers in my firm on
3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have a right to a jury trial under Section. I think it's [408] (And so you would wind up) (with some jury being empanelled by the District Court, I guess, of) Delaware, and that jury would tell (you whatever that jury thought) (that claim was worth.) BY MR. DANIEL COHN. (Q.) And the standard under Section 502—and this is a yes-or-no question. The standard under Section 502.	2 3 4 5 6 7 8 9 0 11 2 13 1 15 16 7 8 9 0 2 1 2 2 2 2 2 2 2 2	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater role in working with the committee and other lawyers in my firm on the nitty-gritty of a lot of these
3 4 5 6 7 8 9 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	district court, because under the Section 157 of 28 U.S.C., the bankruptcy court doesn't have jurisdiction to determine the amount and validity of personal injury claims. And you would probably have aright to a jury trial under Section. I think it's [408] And so you would wind up with some jury being empanelled by the District Court; I guess, of Delaware, and that jury would tell you whatever that jury thought that claim was worth. BY MR. DANIEL COHN. Q. (And the standard under Section 502) would be the claimant is entitled to	2 3 4 5 6 7 8 9 0 1 1 2 3 1 4 1 5 6 7 8 9 1 1 2 3 1 4 1 5 6 7 8 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9	MR. DANIEL COHN: Can we stop for a second and go off the record. (There was a discussion held off the record at this time.) THE WITNESS: Let's go back on the record. Mr. Inselbuch and Mr. Peterson are better equipped to answer the question that you just asked because, while I reviewed these TDPs and commented on them and am generally familiar with how they were created, et cetera, the way in which our firm and our committee operated was that Mr. Inselbuch had a greater role in working with the committee and other lawyers in my firm on the nitty-gritty of a lot of these provisions.

	에 하는 병에 많은 그는 말을 모델을 하는 것은 요즘 현대회는 회사는 그는 것이 사용하다면 없는		- (本) - (大) - (\tau) - (\tau	
			101 (Pages 398 to 401	_
1	Page 398		Page 40	0
1	some extent, subject to referring	1	and what the nature of his disease	
2	you to Mr. Inselbuch about more	2	is. They are very individual	
3	specifics, the expedited review	3	specific.	
4	values are an average of a certain	4	And in individual review,	
5	level nationally of claims of that	5	the claims handlers, under my	
6	category.	6	understanding, don't go back to	
7	But an election to take	7	the files and try and find some	
8	expedited review is simply an	8	claim that's identical to this	
9	election by the claimant or the	9	claim that they can could use to	
ho	claimant's lawyer that they will	10	say it has a historical value of X	
11	accept that amount for their	11	and, therefore, we are going to	
12	claim. The historical value of	12	apply it. They look at think	
13	that claim it could be higher	13	claim, and they apply the	
14	or lower. I mean, the claim	14	criteria. And that's the value	1
15	itself has no historical value, so	15	they come up with.	l
16	you would be talking about the	16	BY MR. DANIEL COHEN:	
17	historical value of some other	17	Q. So if they do not do exactly	
18	similar claim. And depending on	18	what you said they don't do, which is to	
19	what level of similarity you were	19	look for the closest historical analog to	
20	opting for, the historical value	20	the claim, what standard do they apply?	
21	of the claim might be higher or	21	MS. HARDING: Object to	
22	lower. So, I mean, the answer is	22	form.	
23	no.	23	MR. FINCH: Objection to	- 1
24	BY MR. DANIEL COHN:	24	form.	.
	Page 399		Page 40	01
1	Q. All right. Let's add the	1	THE WITNESS: They apply the	
2	assumption that both claims elect	2	standards set by the Trust when	.
3	individual review and that the Trust upon	3	they go for individual review	ı
4	examination of the claims concludes that	4	which are set forth in Section	
5	each claim has an historical value of	5	5.3(b)(2) of the TDP. In	ļ
6	\$100,000.	6.	Romanette well, it says, "The	
7	Should those claims be each	7	PI Trust shall thus take into	
8	liquidated for \$100,000?	8	consideration all of the factors	
9	MR. FINCH: Object to form.	9	that affect the severity of	
10	MS. HARDING: Object to	10	damages and values within the tort	1
11	form.	11	system," which would include the	- 1
12	THE WITNESS: The individual	12	tort system as existed today,	
13	review process has a number of	13	"including, but not limited to,	-
14	factors that are taken into	14	credible evidence of" Romanette	
15	account that are spelled out in	15	(i) through (vi), some of which	
16	the TDP, and some of those	16	involve as in Romanette (vi) and	
<u>þ</u> 7	factors, as best I can recall	17	Romanette (v), history.	
18	and, again, this is something you	18	BY MR. DANIÈL COHN:	
19	probably want to explore with	19	(O) (All right. Let me ask the	Ì
20	Mr. Inselbuch.	20	question but not in terms of historical]
21	But, in general, some of	21	value but in terms of value in the tort	1
22	those factors are related to	22		
23		23		
24	are related to who the claimant is	24	5.3(b)(2) criteria that you just referred	
22 23 24	those factors are related to history, and a lot of the factors	22 23	system today. (Is the purpose of the	

			102 (Pages 402 to 405)
	Page 4	02	Page 404
1	to to best approximate the value of the	1	(liabilities the Frust has assumed)
2	claim in the tort system today?)	2	BY MR. DANIEL COHN)
3	MS. HARDING: Object to	3	(I) Right. So the ultimate end
4	form.	4	point, if the alternative dispute
5	MR. FINCH: Objection to	5	resolution process does not succeed; is
6	form.	6	to go to the tort system and have a jury
7	THE WITNESS: The purpose of	7	
8	(the criteria — again)	8	actually demonstrate the value of the
9	Mr. Inselbuch may be better to this than I am.	9 10	claim in the tort system?) A3 (That's correct. And these)
11	But the purpose of the	11	plans are drafted in the hope that you
12	criteria is to negotiate about the	12	will eliminate that from happening in
13	claimant and his lawyer a deal	13	very many cases because. A, it produces
14	that is acceptable to both of	14	widely disparate results and B, it
15	them Because if you don't	15	increases claims processing expenses by a
16	negoriale an acceptable deal in	16	very large margin.
17	individual review, then you go to	17	And the experience of most
18	mediation, binding or nonbinding	18	of these trusts in other cases is that
19	arbitration, and the tort system.	19	
20	So at the end of the day,	20	
21	this is referred to as an	21 22	Q. Well, let's talk for a minute about experience in other cases.
22 23	alternative dispute resolution system for a reason, because	23	In other cases, if you can
24	that's what it is. You start out	24	generalize, approximately what percentage
	Page	403	Page 405
1.	_		
1	with standing settlement offers in	1 2	of claims are settled upon expedited review?
3	an effort to get rid of most of	3	MR. FINCH: Objection, lack
4	processing costs on the basis of	4	of foundation.
5	values that are perceived to be	5	MS. HARDING: Objection to
6	likely to be acceptable because	6	form.
7	they are plus or minus some	7	THE WITNESS: I have no
8	reasonable amount from various	8	· · · · · · · · · · · · · · · · · · ·
9	plaintiffs law firms historical	9	Mr. Inselbuch that. My bet is
μo	values. You move to individual	10	that he doesn't have any knowledge
11	values You move to individual review for people that want more	11	that he doesn't have any knowledge of that, either, but he might.
11 12	values You move to individual review for people that want more than that and who think they can	11 12	that he doesn't have any knowledge of that, either, but he might. BY MR. DANIEL COHN:
11 12 13	values You move to individual review for people that want more (than that and who think they can show they are entitled to it. And	11 12 13	that he doesn't have any knowledge of that, either, but he might. BY MR. DANIEL COHN: (2) You did say a moment ago.)
11 12	values You move to individual review for people that want more than that and who think they can show they are entitled to it. And if you don't persuade them in the	11 12	that he doesn't have any knowledge of that, either, but he might. BY MR. DANIEL COHN: Q) You did say a moment ago, though, that vanishingly few claims in
11 12 13 14	values You move to individual review for people that want more than that and who think they can show they are entitled to it. And if you don't persuade them in the negotiation of individual review.	11 12 13 14	that he doesn't have any knowledge of that, either, but he might. BY MR. DANIEL COHN: Q) You did say a moment ago, (though, that vanishingly few claims in other cases end up in the tort system?
11 12 13 14 15 16	values. You move to individual review for people that want more than that and who think they can show they are entitled to it. And if you don't persuade them in the negotiation of individual review. You can wind up in the tort system with a judge and a jury deciding	11 12 13 14 15 16	that he doesn't have any knowledge of that, either, but he might. BY MR. DANIEL COHN: Q) You did say a moment ago, (though, that vanishingly few claims in other cases end up in the tort system? A) (That much, I have been told by people that work with the other)
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103 (Pages 406 to 409)

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at this time.) BY MR. DANIEL COHN: Was not meaning to set a precedent. But if you would like those revisions made with the specific intention of addressing issues that had been raised by the Libby claimants? A. Yes. Q. Which ones? Or why don't you start off with one, and then we will controlled percent of them, but for A. I don't know that I will get a hundred percent of them, but for severe disabling pleural disease, Level The with its value and all of its revisited in any other TDP; in any other case before and was entirely a function a that's one that I know. A. M. A. DANIEL COHN: No, no. I was not meaning to set a precedent. But if you would like THE WITNESS: If it comes to me, I will volunteer it. BY MR. DANIEL COHN: No, no. I was not meaning to set a precedent. But if you would like THE WITNESS: If it comes to me, I will volunteer it. BY MR. DANIEL COHN: No, no. I Was not meaning to set a precedent. But if you would like THE WITNESS: If it comes to me, I will volunteer it. BY MR. DANIEL COHN: Ou. All right. Then let's turn our attention to disease Level IV-B. (Is that the level that's (Is that the level		_		İ	long time	
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9 (Q) Which ones? Or why don't 10 you start off with one, and then we will 11 go through it. 12 A) I don't know that I will get 13 a hundred percent of them, but for 14 example, in expedited review categories 15 in Section 5.3(a)(3), the category of 16 severe disabling pleural disease, Level 17 IV-B with its value and all of its 18 criteria, to my knowledge, has never) 19 (existed in any other TDP, in any other) 20 (case before and was entirely a function) 21 of attempting to address concerns and 22 demands raised by the Libby claimants 23 That's one that I know. 9 (Q) (All right. Then let's turn 10 our attention to disease Level IV-B. 11 (Is that the level that's) 12 (abeled severe disabling pleural disease? 12 (A) (Correct) 13 (A) (Correct) 14 (Q) (Would you please explain to) 15 me how that provision was designed to address Libby claims? 16 (address Libby claims? 17 MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. 20 MR. FINCH: I join in that. 21 THE WITNESS: It was 22 demands raised by the Libby claimants 23 What you said, right?				1		l
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17 IV-B with its value and all of its) 18 criteria, to my knowledge, has never) 19 (existed in any other TDP, in any other) 20 (case before and was entirely a function) 21 (of attempting to address concerns and) 22 (demands raised by the Libby claimants) 23 (That's one that I know) 17 MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims. MR. FINCH: I join in that. THE WITNESS: It was MS. HARDING: Object to form to the extent that it's designed to address just Libby claims.						
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20 (case before and was entirely a function) 21 (of attempting to address concerns and) 22 (demands raised by the Libby claimants) 23 (That's one that I know) 20 MR. FINCH: I join in that. 21 THE WITNESS: It was 22 MS. HARDING: I think that's 23 what you said, right?						
21 of attempting to address concerns and 21 THE WITNESS: It was 22 demands raised by the Libby claimants 22 MS. HARDING: I think that's 23 That's one that I know 23 what you said, right?				1	, , , , , , , , , , , , , , , , , , ,	}
demands raised by the Libby claimants) 22 MS. HARDING: I think that's 23 (That's one that I know) 23 what you said, right?						1
23 (That's one that I know) 23 what you said, right?						
24 In addition to that, under 24 MR. DANIEL COHN: Well						
	2.4	In addition to that, under		24	MR. DANIEL COHN: Well	ļ

104 (Pages 410 to 413)

		<u> </u>	101 (rages 110 co 115)
	Page 410		Page 412
1	TIME WITNESS: The origin of	1	a legitimate diagnosis of severe
2	the impens for developing this	2	disabling pleural disease should qualify
3	criteria was from the Libby	3	for a claim at Level IV-B under the TDP?
4	claimants's counsel. It clearly	4	MR. FINCH: Excuse me let
5	is not limited however, to Libby	5	me finish. Do you mean by severe
6	claims. It applies to anybody who	6	disabling pleural disease as
7	(meets the criteria.)	7	defined in the TDP or by severe
8	And all I can tell you is	8	disabling pleural disease, do you
	that a combination of committee's	وا	mean something else?
9 10	counsel, Mark Peterson, the	10	MR. DANIEL COHN: I mean
11	committee's expert Laura Welch	11	what would be generally accepted
12	considered the contentions of the	12	among medical professionals as a
13	(kibby/claimants both through their)	13	legitimate diagnosis of severe
14	lawyers and Dr. Whitehouse, to the	14	disabling pleural disease without
15	extent they considered them to	15	regard to the specific criteria
16	have a plausible basis, that you	16	that are in the TDP.
17	could have diffuse pleural	17	MR. FINCH: Objection to
18	thickening of the sort that's set	18	form.
19	forth in this criteria with the	19	THE WITNESS: It is the
20	severity indications that are set	20	position of the committee that
21	(forth in the criteria, that)	21	anybody who meets the criteria set
22	somebody being able to show that	22	forth under the heading severe
23	had a compensable disease that was	23	disabling pleural disease should
24	certainly more serious than Level	24	have a liquidated value for their
-	Page 41		Page 41:
		1	
1	III asbestosis pleural disease —	1	claim of \$50,000. BY MR. DANIEL COHN:
2	and should be entitled to more	2	
3	money for it	3	Q. Let me ask you -
4	BY MR. DANIEL COHN:	5	A. The ACC has no position other than the one expressed in these
5	Q. Is it the intention of the	. 1	•
6	Asbestos PI Committee that anyone who has	7	criteria on this subject.
.7	a legitimate diagnosis of severe pleural	t	Q. Is it the position of the
8	disease should qualify for Level IV-B?	8	Asbestos PI Committee that if two people
9	MR. FINCH: Object to form.	9	are equally sick, as would be determined
10	MS. HARDING: Objection to	10	in accordance with generally accepted
11	form. MR. FINCH: You can answer	11 12	·
13		13	8
14	to the position of the ACC. I am not sure that the ACC has an	14	•
15	intent. Do you mean by severe	15	
16	pleural disease, severe disabling	16	
17	pleural disease, severe disabiling pleural disease as defined in	17	The state of the s
18	Level IV-B?	18	
		19	
19	MR. DANIEL COHN: I will		
20	tell you what thank you I	20	
21	will ask the question again.	21	
22	BY MR. DANIEL COHN:	22	
23		23	• •
24	Asbestos PI Committee that anyone who ha	s 24	sick as somebody who does meet the

105 (Pages 414 to 417)

				105 (Pages 414 to 417)
	Page 414	<u> </u>		Page 416
1	criteria should be treated as	1	ereni.	think he's got diffuse pleural
2	though the first person had met	2	8 g. 3	thickening and he's entitled to
3	the criteria? Because if that's	3		\$50,000, that doesn't entitled
4	the question, the answer is no.	4		him, in the committee's view, to
5	BY MR. DANIEL COHN:	5		get treated under expedited review
6	Q. If you change some doctor	6		for Level IV. He may be able to
7	to, in accordance with generally accepted	7.		establish to the Trust's
8	medical standards, then that's exactly	8	÷	satisfaction or individual review
9	what I am asking. Whether two people	9		that, despite the fact that he
10	with the same diagnosis under generally	10		doesn't meet these criteria, that
11	accepted medical standards should receive	11		somehow or another he has a claim
12	the same treatment under the TDP?	12		that's worth that or indeed more
13	MR. FINCH: Objection to	13		than that.
14		14		
15	form. MS HAPDING: Objection	15		But the purpose of the expedited criteria is to make it
μ5 16	MS. HARDING: Objection,	16	·	easy for Trust claims handling
	form.	17		
17 18	THE WITNESS: For openers,	18		people to determine whether
19	the Level IV criteria have	19		somebody is entitled on an
1	nonmedical criteria. They have	1		expedited review to just take the
20	exposure criteria. Secondly,	20		offer. It's standing there, and
21	medical standards don't exist in a	21		if you meet the criteria, you get
22	vacuum. They are standards that	22		it. That's the purpose, as I
23	doctors believe exist and apply,	23		understand it, of this approach in
24	and they have any given any	24		the TDP.
	Page 415	•		Page 417
1	given doctor can have their own	1	B	Y MR. DANIEL COHN:
2	views on what medical standards do	2		Q. Let me shift your attention
3	or don't require.	3	av	vay from Level IV-B and just use another
4	And the reason for having	4		vel as an example. So let's take Level
5	the criteria for the expedited	5	V	III, mesothelioma.
6	review part of this as opposed to,	6	;	A. Yes.
7	for example, individual review or	7	'	Q. Is it the position of the
8	what you could get if you went to	8	A	sbestos PI Committee that the criteria
9	the tort system, is to limit the	9	fo	r expedited review should be such that
10	amount of argumentation you are	10) m	ost, if not all, legitimate mesothelloma
11	going to get in individual review	11		aims should qualify under the expedited
12	on whether somebody does or	12	re	view criteria for payment of the
13	doesn't qualify. So you create	13		heduled values set forth in Section
14	these criteria which if a	14	5.	3(a)(3)7
15	doctor if two doctors have two	15	5	MR. FINCH: Objection to
16	patients and each one of them	16	5	form.
17	concludes that each patient	17	7	THE WITNESS: You are
18	satisfies the criteria for Level	18	3	ignoring the Grace exposure
19	IV, it's the position of the	19	•	requirement, it seems to me, in
20	committee that they should both be	20)	your question. I mean, all the
21	treated as qualifying for Level	21		criteria requires the diagnosis of
22	IV.	22		mesothelioma)
22 23	If one doctor says he	23		Y MR. DANIEL COHN:
24	doesn't meet the criteria, but I	24	Contract.	Q. I apologize, so let me add
		ᅳ	- -	A Makan Pananawanan

			[18] : 1 : 1 : 시청 등 1일 경험 : 1 : 12[[2
		<u> </u>	106 (Pages 418 to 421)
	Page	418	Page 420
1	(the assumption that exposure criteria are) 1	The only way in which you
2	met and let me also in response to	2	couldn't qualify is if somehow or
3	Mr. Finch's objection say that what I	3	
4	mean by legitimate is shorthand for a	4	
5	claim that would be accepted in	5 6	your diagnosis was performed in
6	(accordance with medical standards as a) (genuine mesothelloma claim.)	7	some manner that didn't qualify, either, or was performed by some
8	MS. HARDING: Object to	8	doctor that the Trust had put on
9	form.	9	
10	MR. FINCH: Object to form.	10	provisions, a list of doctors that
11	THE WITNESS: The	11	
12	mesothelioma category has only two	12	A CONTRACTOR OF THE CONTRACTOR
13	requirements: One is that you	13	
14	have Grace exposure, which is	14 15	
15 16	defined in Section 5.7(b)(3) of the TDP; and the other is that you	μ5 16	
17	have a diagnosis of mesothelioma.	17	
18	And the requirements for a	18	
19	diagnosis of any asbestos-related	19	
20	disease are set forth in Section	20	fine.
21	5.7	21	, A. Okay. Glad I got something
22	" It is the intention of the	22	
		· · · · ·	
23	ACC, as I understand it, that 100	23	Q. So now let me shift
23 24	percent of the people that meet	24	Q. So now let me shift attention now back to Level IV-B and
24	percent of the people that meet	419	Q. So now let me shift attention now back to Level IV-B and Page 421
1	Page (those criteria are entitled to the)	24 419 1	Q. So now let me shift attention now back to Level IV-B and Page 421 severe disabling pleural disease.
1 2	percent of the people that meet Page (those criteria are entitled to the scheduled value, have their claims)	24 419 1 2	Q. So now let me shift attention now back to Level IV-B and Page 421 severe disabling pleural disease. Again, if you need to defer
1 2 3	percent of the people that meet Page those criteria are entitled to the scheduled value, have their claims liquidated to scheduled value.	24 419 1	Q. So now let me shift attention now back to Level IV-B and Page 421 severe disabling pleural disease. Again, if you need to defer to Mr. Inselbuch or Mr. Peterson, that's
1 2 3 4	percent of the people that meet Page those criteria are entitled to the scheduled value, have their claims liquidated to scheduled value. BY MR. DANIEL COHN:	24 419 1 2 3	Q. So now let me shift attention now back to Level IV-B and Page 421 severe disabling pleural disease. Again, if you need to defer to Mr. Inselbuch or Mr. Peterson, that's fine. But can you tell me where the
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1 2 3 4 5	percent of the people that meet Page those criteria are entitled to the scheduled value, have their claims liquidated to scheduled value. BY MR. DANIEL COHN:	24 419 1 2 3 4	Q. So now let me shift attention now back to Level IV-B and Page 421 severe disabling pleural disease. Again, if you need to defer to Mr. Inselbuch or Mr. Peterson, that's fine. But can you tell me where the scheduled value, average value, and maximum value came from? A. I think you would have to
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1 2 3 4 5 6 7 8 9 10 11 2 13 14 15 6 17 18 9 20 21 22	those criteria are entitled to the scheduled value, have their claims liquidated to scheduled value. BY MR. DANIEL COHN! Q! If you have Grace exposure and you have mesothelloma, is it the position of the Asbestos PI Committee that if you did not qualify under the standards set forth in the TDP, that the standards under the TDP would be in error? MS. HARDING: Object to form. THE WITNESS: Could you read that question back? (The reporter read from the record as requested.) MR. FINCH: Object to form. THE WITNESS: Frankly, I) can't imagine how you wouldn't qualify. And, therefore, the	24 419 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18	Q. So now let me shift attention now back to Level IV-B and Page 421 severe disabling pleural disease. Again, if you need to defer to Mr. Inselbuch or Mr. Peterson, that's fine. But can you tell me where the scheduled value, average value, and maximum value came from? A. I think you would have to talk to Mr. Peterson and Mr. Inselbuch about that. I mean, I just don't have enough specific knowledge. Q. Then let me turn my attention to the next provision that you mentioned a few minutes ago; the extraordinary claims multiplier under Section 5.4(a). A. Yes Q. Would it be fair to say that to meet the criteria for the eight times multiplier—strike that. Would it be fair to say you need to meet two criteria in order to qualify for the eight times multiplier:
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